cover that the object was a loan of money, at more than the legal interest, it will be condemned. Such was the judgment in 3 *Har. & Johns.*, 409, and such will be found to be the principle in numerous cases. But the question here is, not whether the original transaction of 1840, between Gelston and Jacob Waters was usurious, (for upon that question I do not mean to decide,) but whether a new and independent agreement made eight years afterwards, carried into execution on both sides, shall be opened, and visited with the consequences of usury, because the original agreement, which has been cancelled or superseded by the new agreement, was tainted with usury. The case of *Bearce* vs. *Bartow*, 9 *Mass. Rep.*, 45, is a strong authority against any such attempt. A renewal of the usurious contract between the same parties partakes of the infirmity of the original agreement, but if the latter is discharged, or is made the consideration of a contract entirely new, as being with a third party, not a party to the original contract or to the usury paid or reserved upon it, "or as combining other parties and considerations, and not being a contrivance to evade the statute, the usury laws do not apply."

Now, I think, it cannot be maintained, that the agreement of 1848 was a contrivance to evade the statute, and it unquestionably does combine other parties and considerations, and it did certainly discharge the original agreement of 1840.

I am, therefore, of opinion, that the relief prayed by the petition filed in this case cannot be granted.

Petition dismissed with costs.

Cornelius McLean for Petitioners.

A. Randall for Respondent.